REMARKS

Claims 1-46 are pending in this application. All of the claims were rejected. Claims 1, 7, 10, 15, 17, 20, 25, 26, 30, and 37-42 are currently amended. Claims 8, 16 and 27 are now cancelled. Support for the claim amendments is in the specification at page 5, line 32 through page 6, line 3, and page 14, lines 14-25 (which describe how the saved state information can be used to avoid failover). Reconsideration is respectfully requested.

Claims 1-8, 10-33, and 36-46 are rejected under 35 U.S.C. 103(a) based on US 6,061,563 (Lee) in view of US 6,539,494 (Abramson). Applicant previously argued against a section 102 rejection based on Lee that the reference fails to describe that the back end device is distinct from the access points. The Office now cites Abramson as teaching a backup server that is distinct from the server which is backed-up. Despite the substantial differences between an application server and an access point, the claims are currently amended to focus on embodiments of the invention such as where state information *from the access point* is sent *to the back-up device* and then *back to the same access point* in order to *repair or prevent failure of that access point*. The cited references do not even consider the possibility of repairing or preventing failure of the backed-up device because both Lee and Abramson describe migration from a failed device to a non-failed peer. In other words, the present invention focuses on maintaining the failing device, whereas the cited combination abandons the failing device in favor of a new device.

With regard to Lee, the cited passages describe that station ST1 roams from APa to APb. Note that this is not because APa fails or is about to fail, and that no state information from APa is sent back to APa in order to fix APa. In other words, claim 1 recites "communicating the saved state information from the back end device to the first wireless access point," and Lee

describes communicating the information from the backup device to a second wireless access point. Although Lee describes APb "registering" with APa so that APa learns that STA1 has moved, the procedure does not include APa being repaired or prevent from failing by use of the information, and communication between STA1 and APa is neither maintained nor re-established.

With regard to Abramson, the described backup procedure does not include sending state information obtained from a server back to that same server in order to repair or prevent failure of that server. Rather, according to Abramson, the failed server's information is sent to a different server, and the failed server is abandoned. See, for example, Abramson at column 1, lines 42-54, column 2, lines 10-21, and particularly column 4, lines 31-35 which states "if connection module 30 determines at step 210 that the assigned application server 24a is not available, connection module 30 obtains a *new application server 24* (for this example, application server 24b)." (emphasis added) Note that Abramson does not say that connection module 30 sends information back to application server 24a so that it does not fail. In sum, not only are the claimed backup device and backed-up device distinct devices, but the backup device sends state information from the backed-up device *back to the backed-up device in order to prevent communication failure or re-establish a session.*

In view of the claim amendments, it is suggested that the focus of the examination should now be on such interaction between two devices to prevent or repair failure, rather than migration in an environment with three or more devices in the case of roaming or failover as described in the cited references. Accordingly, withdrawal of the rejections is requested.

Applicants have made a diligent effort to explain why the claims are in condition for allowance. The Office is encouraged to telephone Holmes W. Anderson, Applicants' Attorney,

at 978-264-4001 (X2338) to discuss any issues which might facilitate allowance of this application.

Respectfully Submitted,

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Date

/Holmes W. Anderson/
Holmes Anderson, Reg. No. 37,272
Attorney/Agent for Applicant(s)
Anderson Gorecki & Manaras LLP
33 Nagog Park
Acton, MA 01720
(978) 264-4001

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